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REQUEST FOR PROPOSAL FOR MAIL HANDLING, IMAGING, DATA ENTRY, and ASSOCIATED SERVICES

Section B - Supplies or Services and Prices/Costs

The services listed in Section C below of this contract are priced based on two base years and two two-year options. The contractor shall insert prices below for each period of performance listed.

Base Years 1 & 2 0001 Labor Cost 0002 Equipment Cost 0003 Fee Total Base Years Cost and Fee		
Option Years 3 & 4 0001 Labor Cost 0002 Equipment Cost 0003 Fee Total Option Years 3 & 4 Costs and Fee		
Option Years 5 & 6 0001 Labor Cost 0002 Equipment Cost 0003 Fee Total Option Years 5 & 6 Costs and Fee		
Total (Base Years and All Option Years inc	cluding fee)	

B.2 $\underline{\text{TRAVEL}}$. Estimated travel expenses shall be shown separately. Travel expenses for contractor personnel must have prior Agency approval and will be reimbursed in accordance with FAR 31.205-46, Travel Costs, and in accordance with the Federal Travel Regulations at 41 C.F.R. Part 301.

Section C - Description/Specifications/Work Statement

C.1 Introduction:

The Federal Retirement Thrift Investment Board (Agency) seeks the services of a provider capable of the following services and support: receiving, opening, date-stamping, sorting and forwarding incoming mail and facsimile documents; scanning incoming documents, indexing and data entry; reviewing and determining appropriate action for selected benefit requests; reviewing and mailing selected notices generated by the workflow system or through manual input; and maintaining electronic archives of all scanned documents.

The Agency uses the Sungard Workflow Solutions' PowerImage workflow management application, in conjunction with RightFax (for fascimile functionality) and AnyDoc (for key from image functionality). The workflow solution is integrated into the Agency's record keeping system as well as peripheral systems (e.g., the application used by the

Agency's call centers). The contractor selected under this RFP shall be expected to maintain the workflow application and coordinate its integration and use by Agency staff and other contractor personnel.

C.2 Background:

The Federal Retirement Thrift Investment Board administers the Thrift Savings Plan (TSP) for Federal employees. The TSP was created by the Federal Employees' Retirement System Act of 1986, codified primarily at 5 U.S.C. § 8351 and §§ 8401-8479. The TSP is a retirement savings and investment plan for Federal civilian employees and members of the uniformed services that offers its participants the same type of savings and tax benefits that are offered under private sector 401(k) plans. The TSP has over 3.5 million participants located in the United States and around the world, and TSP assets are valued at over \$167 billion.

The Agency processes (on average) approximately 55,000 pieces of incoming mail and approximately 40,000 incoming fax images each month. Contents of incoming mail may range from routine correspondence and benefit request forms to important legal documents and checks. The Agency has an existing toll-free fax number for participants to use and expects, as part of this RFP, to establish a separate fax capability for overseas participants who may not be able to use the toll-free service. In general, faxes are entered electronically into the PowerImage workflow application and must be reviewed and distributed electronically. Specific volumes associated with scanning and data entry activities will be discussed later in this document.

- C.3 Purpose: This initiative is intended to achieve the following
 Agency technical, management, cost, and risk mitigation objectives:
 - a. Improved mailroom, imaging, and data entry throughput, including potential expansion/improvement of optical character recognition processing;
 - b. Improved workflow management;
 - c. Increased efficiency;
 - d. Reduced mailroom, imaging, data entry and associated costs;
 - e. Common (documented) workflow methodologies and process controls;
 - f. Establish management and technical expertise;
 - g. Ensure security and privacy of Agency and participant data;
 - h. Robust facility and equipment capacities in support of requirements;
 - i. Effective management reporting capabilities;
 - j. Business continuity and disaster recovery capabilities, and
 - k. Implementation of uniform, established quality control procedures.
- **C.4** Scope: The contractor shall provide services for the Thrift Savings Plan in accordance with the requirements stated herein.
- 1) Facility: All services shall be performed at the contractor's facility. The contractor shall provide a modern state-of-the-art facility, and shall maintain, or have access to at least one other geographically distinct facility capable of supporting the requirements of this SOW in the event of a disaster or major outage that disables all or part of the primary site.

- 2) Mail and Facsimile ("fax") Handling Services
 - a) The Agency receives approximately 55,000 pieces of incoming mail and approximately 40,000 faxes each month from TSP participants, their beneficiaries, or other third parties. Incoming mail and faxes generally consist of documents relating to the administration of the Plan by Federal agencies and components of the uniformed services, and requests for benefits or services from plan participants, beneficiaries, and others. Incoming mail and faxes include, but are not limited to:
 - i) Contribution allocation change and interfund transfer requests;
 - ii) Requests to change names, addresses, and other personal information;
 - iii) Applications for loans, including subsequent documentation such as loan agreements and supporting documentation;
 - iv) Correspondence;
 - v) Requests for rollovers and transfers of funds into the TSP;
 - vi) Withdrawal requests and associated documentation;
 - vii) Legal documents, e.g., retirement benefit court orders, legal process orders, guardianship/conservatorships, powers of attorney, requests for spousal consent waivers, tax levies, and bankruptcy notices;
 - viii) Account information requests;
 - ix) Designations of beneficiaries, and applications for death benefits and related documentation;
 - x) Requests for TSP forms and publications;
 - xi) Agency notifications of participant status; and
 - xii) Other business transactions that are necessary to administer and maintain individual TSP accounts.
 - b) No minimum piece count will be required, as amounts may vary on a daily basis.
 - c) Services required for this component of the statement of work include, but are not limited to:
 - i) Receive, open, and sort incoming mail and facsimile documents.
 - (1) The contractor shall be responsible for procuring, maintaining, and replacing all automated/manual equipment used for processing all incoming and any outgoing mail.
 - (2) To ensure proper receipt of mail, the Contractor will, at the Agency's discretion, be responsible for coordinating the establishment of new and/or renewal of existing post office boxes in accordance with the needs of the Agency.
 - (3) The contractor shall be responsible for procuring, installing, and maintaining state-of-the-art facsimile and associated telecommunications lines capable of handling the current workload and reasonable workload increases. Facsimile access shall be 24/7, with an availability metric of 99.95%.

- (4) The contractor shall be responsible for envelope opening, content extraction (removing documents from the envelopes), extraction verification (verifying that no contents remain in the envelopes after initial extraction), and content reunite (ensures accurate processing by reuniting the contents of the envelope should there be an unsuccessful extraction due to excess glue or contents stuck under the envelope flap, or pieces taped to the envelope). All incoming mail must be date stamped on the first page upon receipt.
- (5) Sorting and disposition of opened mail, including:
 - (a) Forwarding of contents to appropriate
 location/department (e.g. scanning, manual handling,
 accounting, lock box); and
 - (b) Returned mail processing.
- (6) The contractor shall be responsible for sorting and forwarding faxes to the appropriate work queues. This may entail disposition of partial or incomplete faxes or splitting faxes into multiple queues depending upon content. The contractor will handle as mail (above) those faxes that are not electronically entered into the workflow system.

3) Outgoing Mail

- a) As required, the contractor shall process return of original legal documents (e.g., birth certificates) after imaging. Documents to be returned shall be postmarked and mailed to the originator (dropped at Post Office) no later than three (3) business days after imaging (excluding Saturdays, Sundays, and Federal holidays). All documents must be imaged within two (2) days of receipt (excluding Saturdays, Sundays, and Federal holidays).
- b) All postage costs shall be handled as a pass-through, with no additional overhead charges added. At the Agency's discretion, the contractor will be responsible for obtaining appropriate postal permits and providing accurate estimates of anticipated postage costs such that postal permits can be funded in a timely manner.
- c) If required by USPS, contractor must provide digital postage metering equipment in compliance with current Federal USPS mandates requiring digital printing technology (USPS. Meter Migration Initiative for 2006).
- d) Outgoing mail will include both domestic and foreign addressees.

4) Document Management

a) Scanning and indexing - The Agency receives, on average, approximately 98,000 documents per month that require imaging (unless they were received via fax), indexing, and processing.

As indicated above, these documents vary in nature. All documents must be electronically imaged, indexed, and stored in an electronic database such that they can be stored safely and retrieved readily. In some cases, original documents must be returned to the originator after processing.

- i) To accomplish the tasks of scanning, indexing and data entry, as well as overall workflow management, the Agency has implemented PowerImage, a robust enterprise workflow management system that captures vital customer information as it enters the workplace and automates workflow. Use of this architecture is mandatory.
- ii) The Agency will provide funding for and hold software licensing and maintenance agreements to support PowerImage. The contractor shall provide necessary front-end hardware (servers, workstations, scanners, printers, fax machines, etc.) and personnel skilled in its use, along with local and wide area network connectivity and support, and any necessary training. The contractor shall coordinate with the Agency to ensure all hardware and software is both secure and maintained at the appropriate service and release levels. Software and hardware support for any equipment located at the contractor's location shall be the responsibility of the contractor.
- iii)
 - The general business processes designed for this task are outlined in detail in the computer-based training (CBT) CD entitled "PI CBT Version 1.0" (Available upon request). The offeror should review this CBT prior to submission of a proposal to ensure it develops a comprehensive understanding of the processes. The "Researching in PI" component of this CBT addresses the method for reviewing forms history and gathering information that may be necessary to determine the proper disposition of forms that may have been improperly processed or require reprocessing because of changes in the participant's status.
- iv) Storage/Destruction: The contractor shall securely store (non-returnable) paper documents in a retrievable fashion for a period of 60 days after receipt and then shred and dispose of the documents in a secure manner.
- v) The contractor shall complete the daily incoming volume no later than two (2) business days of initial receipt. Turnaround time does not include weekends and Federal holidays.
- 5) Data Entry The PowerImage data entry process enters task data using OCR/ICR that the operators can verify/correct or direct keying from the image. TSP uses the AnyDoc Key From Image (KFI) application for data entry.
 - a) Most forms require only one data entry step. However, some include a second step for the review of documentation for acceptability based on criteria provided by the Agency (e.g., residential loans require the review of participant-submitted

documentation to ensure that the money will be used for the purchase of a primary residence) or a review of the form if the data entry operator cannot process it. The workflow application also includes other processing steps that may apply (e.g., a form may be suspended after data entry awaiting further documentation).

- i) The general workflow process for data entry includes (specific process is included in CBT):
 - (1) Scan documents into system and sort into appropriate work queues.
 - (2) Index with the participant's Social Security number (procedures exist for situations where the SSN is not provided).
 - (3) The system imports the images into AnyDoc/KFI system for data entry.
- ii) Data entry is performed by queue; appropriate review steps must be completed. The system provides for on-line edits, which prompt the data entry person to ensure correct keying as well as indicate erroneous data on the form.
- iii) If the form passes the on-line edits, the data is used to construct transactions to be posted to OMNIPlus (the Agency's record keeping system), i.e., the request is processed. The transaction is automatically closed (completed) in PowerImage after it is processed in OMNIPlus.
- iv) If the task cannot be completed because the form fails the edit process, a reject notice is automatically generated by the PowerImage application, and the task is closed (completed). (These notices will be mailed by another vendor as part of the overall out-going mail process for the Plan.)
- b) Once a document has been stored in an image format, it cannot be changed or modified, but new or subsequent documents or notes may need to be appended to the original document, with the ID of the operator adding it.
- c) The contractor shall complete all data entry no later than two (2) business days of receipt (including mail receipt, handling, scanning, and indexing). Turnaround time does not include weekends and Federal holidays.

6) Associated Services

- a) Special action queues
 - i) In some cases, the form or request cannot be processed or may need special handling (e.g., a designation of beneficiary form may be received before an account is established, a civilian participant may have submitted the form to be used only by uniformed services personnel, or the person scanning the item may identify it as needing special review). In other cases, using electronic e-forms, the TSP call center

participant service representatives may request that a form be reprocessed.

ii) Work queues have been established for these special action situations. The contractor will be expected to review the forms in question and take the appropriate action to complete the task. This may result in the re-routing of the task to another queue for processing or the manual preparation of a notice to the participant explaining why the form cannot be processed. (The Agency will provide guidance for these work queues and templates for notices.)

b) Research

i) In addition to the PowerImage application, the contractor will also have access to the TSP's Participant Service Representative application which provides additional information that may be of assistance in researching problems and determining the appropriate action to be taken.

7) Administration

- a) The contractor will be responsible for the administration of the PowerImage system. Tasks include the establishment and configuration of work queues, providing access rights to the queues to ensure proper work load balancing, reviewing the queues to ensure that work is being processed timely, developing queries and reports at the request of the Agency to address processing concerns, etc.
- b) The contractor shall also be responsible for coordinating activities with and/or changes to the PowerImage or Key From Image applications with the TSP record keeping system (OMNIPlus) and its peripheral systems. This may include ensuring that data flowing between the systems is accurate and timely, testing and acceptance of new releases, the addition of new forms, edits, notices, and processes, and the integration of new technology to improve the overall functionality of the applications.

8) Security

- a) Protection of participants' personal information is of paramount importance, and a central element of the Agency's mission.

 Accordingly, the contractor shall prepare and deliver (no later than 45 calendar days after contract award) a comprehensive physical and data security plan that ensures the technical and physical safeguarding of both Agency and participant/beneficiary information, and identifies precautions to be taken to protect against the misuse of information. At a minimum, issues addressed by this plan shall include:
 - i) Physical security,
 - ii) Data security,
 - iii) Intrusion detection and monitoring,
 - iv) Virus protection,
 - v) Communications security,
 - vi) Insider threats, and

vii) Identity theft.

9) Metrics

- a) Contractor shall propose a comprehensive set of metrics (and associated performance objectives), based on commercial best practices, to be reported on a regular basis (to be determined at time of award), that demonstrate the quality and efficiency with which all elements/services of the statement of work are delivered.
- b) The contractor shall deliver a metrics collection and reporting plan no later than 30 calendar days of contract award. The plan should use the reports and reporting capabilities included in the PowerImage application as well as external reporting mechanisms. The Agency uses the PowerImage executive dashboard to monitor and assess the workflows through the system.

10) Quality Assurance/Quality Control

- a) The contractor shall be responsible for developing and documenting a Quality Assurance/Quality Control (QA/QC) program covering all elements of this statement of work. The purposes of the QA/QC program are to:
 - i) Generate high levels of customer satisfaction from our participants, thereby increasing satisfaction with our service (e.g., by ensuring timely processing of forms and minimal data entry keying errors);
 - ii) Ensure consistent service delivery through the establishment and publication of Standard Operating Procedures (SOP);
 - iii) Identify participant needs and how to best fulfill those needs (e.g., suggestions for forms redesign to reduce the errors participants make in completing a form); and
 - iv) Identify ways to continuously improve the service being provided.
- b) The documented QA/QC plan (and associated SOPs) shall be delivered to the COTR no later than 60 calendar days from contract award. The QA/QC plan should include a combination of:
 - i) Walkthroughs Formal or informal structured procedure walkthroughs used for orientation, examining promising ideas, identifying defects or errors, and improving products at any stage in the process.
 - ii) Reviews An independent evaluation of an activity or process to assess compliance with established criteria or guidance or to examine products or processes against quality factors. The review may use checklists, interviews, and meetings as well as review of operator performance, error rates, or other operational metrics.
 - iii) Audits An independent examination of a work product or process to determine compliance with specifications, standards, contractual agreements, or other pre-established criteria.

- iv) Evaluations An evaluation activity that examines products/services to determine compliance with the Agency's requirements.
- v) Process improvement A process improvement program designed to reduce the error rate in a process, to improve timeliness, to reduce the need for forms reprocessing, etc.

11) Accountability and Reporting

- a) Contractor shall ensure that proper levels of security are maintained in all processes. As incoming mail and documents generally contain personal information, the contractor shall have a plan and procedures in place to safeguard participant information and protect against identity theft. The contractor shall keep Agency data and materials physically separated from that of other clients. The contractor shall include appropriate background checks to ensure personnel involved in handling mail and participant documents have no criminal history or history of financial problems. The contractor shall immediately advise the Agency COTR of any actual or potential breach of security or compromise of participant account or identity information.
- b) The contractor will ensure that all checks, money orders, drafts, or cash are protected from theft, including the use of a safe for storage. Although the Agency has established a lockbox for the receipt of loan payments and a special post office box for the handling of rollover checks into the TSP (the handling of which is not covered by this RFP), the contractor may receive money or checks in the general mail. Accordingly, the contractor should establish specific procedures for handling these situations.
- c) The contractor shall propose methodology, frequency and content for reporting and invoicing using commercial best practices as a guide. Reports should be accessible via secure internet connection, detailed in nature, and reflect real-time statistics relating to production and turnaround service levels, as well as historical data and projected trends. As indicated above, the contractor shall use the reporting capabilities of the PowerImage application as supplemented by the contractor's own products.
- d) The contractor shall identify an account manager and/or account management team, along with processes for ensuring open and regular communication between the Agency and the contractor to ensure prompt reporting of anomalies and other contract activities.

12) Business Continuity Plan

- a) The Contractor shall prepare and deliver (no later than 60 calendar days from contract award) a Business Continuity Plan (BCP) that ensures minimal disruption (less than 24 hours) to Agency services in the event of a disaster or power outage. At a minimum, the BCP shall:
 - Define what systems/processes are critical to Agency support,
 - ii) Outline responsibilities related to business continuity planning and implementation, and

iii) Provide guidelines for the development, testing, maintenance, and implementation of specific business resumption plans (BRPs).

Section D - Packaging and Marking

Not applicable.

Section E - Inspection and Acceptance

E.1. 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

http://www.acqnet.gov/far/

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52.246-3 Inspection of Supplies- Cost-Reimbursement (May 2001)
52.246-5 Inspection of Services- Cost-Reimbursement (Apr 1984)
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Section F - Deliveries or Performance

F.1. BASE PERIOD OF PERFORMANCE

The base period of performance of this contract is two (2) years from contract award.

F.2. OPTIONAL PERIODS OF PERFORMANCE

- a. This contract has a provision for two (2) two-year option periods after the expiration of the base period of performance identified in F.1, above. The options are unilaterally exercisable by the Contracting Officer by written modification of the contract.
- b. The Contracting Officer will exercise an option by giving written notice to the Contractor of the Agency's intention to exercise the option at least 30 calendar days prior to the expiration date of the contract or of the previous option period, as appropriate. In the event that the Agency exercises the option, all terms and conditions of the contract will remain the same.

F.3. 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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http://www.acgnet.gov/far/
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52.242-15 Stop-Work Order (Aug 1989) Alternate I (Apr 1984)

Section G- Contract Administration Data

G.1. CONTRACTUAL INFORMATION

Contractual interpretation and assistance may be obtained by contacting:

Federal Retirement Thrift Investment Board 1250 H Street, N.W., Suite 200 Washington, DC 20005-3952

Attn: Robert Battersby
Phone: (202) 942-1693
E-Mail: RBATTER@tsp.gov

G.2. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

a. The Contracting Officer hereby designates the below named individual as the Contracting Officer's Technical Representative (COTR).

Name: (To be completed at time of award)

Address: Federal Retirement Thrift Investment Board

1250 H Street, N.W., Suite 200 Washington, DC 20005-3952

Phone: (To be completed at time of award)

- b. The COTR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Agency unless formalized by proper contractual documents executed by the Contracting Officer. The COTR is responsible for:
 - Monitoring the Contractor's progress, including the surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements;
 - 2. Interpreting the scope of work;
 - Performing inspections and acceptances required by this contract; and,
 - 4. Assisting the Contractor in the resolution of technical problems encountered during the performance of the contract.
- c. The Contracting Officer is responsible for directing any changes in the terms, conditions, or amounts cited in the contract.
- d. In order for the Contractor to rely upon guidance from the COTR, the guidance must:
 - Be consistent with the description of work set forth in the contract;

- Not constitute new assignments of work or a change to the expressed terms, conditions, or specifications incorporated into the contract;
- Not constitute a basis for an extension to the period of performance or contract delivery schedule; and,
- 4. Not constitute a basis for any increase in the contract cost.
- e. The COTR may be changed by the Agency at any time without prior notice to the Contractor. Written notice to the Contractor will be given by the Contracting Officer to effect any change in COTR.
- f. If in the opinion of the Contractor, any instruction or direction issued by the COTR is not provided for in any of the provisions of the Contract, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this clause and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given.
- g. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause titled "Disputes."

G.3. SUBMISSION OF INVOICES

Invoices submitted for payment shall conform to the following requirements:

- a. All invoices must contain contractor's EIN number.
- b. All invoices must contain a "remit to" address.
- c. All invoices must contain sufficiently detailed information to identify and justify the amounts submitted for payment. For material such information shall include priced, quantified lists of all material, parts, and equipment provided and applicable material overheads. For labor such information shall identify all labor categories used, include hours and wage rates for labor categories used, and applicable fringe benefits and overheads. General and Administrative costs (G&A) and profit shall also be identified.
- d. Submit all invoices to:

Federal Retirement Thrift Investment Board 1250 H Street, N.W., Suite 200 Washington, DC 20005-3952

Attn: Office of Accounting

G.4. INCORPORATION OF CONTRACTOR'S PROPOSAL

It is understood and agreed that the Contractor shall, in meeting the requirements of this contract, perform the work in accordance with its proposal to the Board provided, however, that to the extent that any provisions of the Clauses set forth herein are in conflict or inconsistent with any provisions of said proposal, the provisions of this contract shall be controlling and shall supersede the provisions of said proposal.

G.5. ORDER OF PRECEDENCE

The order of precedence for interpretation of the terms, conditions and requirements of this contract shall be as follows:

- a. Section A of the contract;
- b. Sections B, C, E, F, G, and H of the contract;
- c. Section I of the contract; and,
- d. Contractor's proposal, as clarified and amended.

Section H - Special Contract Requirements

H.1. BUSINESS PRACTICES AND CONTRACT REQUIREMENTS

It is expected that the practices described by the Contractor in its response to the Request for Proposals shall be employed in its performance of the requirements of Section C of the contract. Written notice must be received in advance by the Contracting Officer for approval of any changes to these practices.

H.2. ADVERTISING AND RELEASING OF INFORMATION

The contractor must not publicize, advertise, or otherwise announce its selection by the Agency without the prior written approval of the Agency. Also, the Contractor may not release information or report on its performance under the contract without the prior written approval of the Agency.

H.3. KEY PERSONNEL

The Contractor must include in its proposal, by name and capacity, the key personnel to be assigned to perform and carry out all phases of work under this contract. The Contractor's key personnel include the following:

Name	Capacity

The individuals named above are considered key personnel and are essential for the successful completion of all work assigned under this

contract. In the event any individual on the list of key personnel is to be removed or diverted from this contract, the Contractor must (1) notify the Contracting Officer; (2) supply written justification as to why the individual(s) is being removed or diverted; and, (3) provide resume of the proposed substitute or replacement including the education, work experience, etc., of each new person for Agency approval. All notifications and other information must be submitted to the Contracting Officer at least 14 calendar days in advance of the action.

The Contractor must not, under any circumstances, remove or divert key personnel unless prior written authorization has been granted by the Contracting Officer. The person replacing the key person must have the same or higher qualifications and experience as the person replaced.

H.4. REIMBURSEMENT OF TRAVEL EXPENSES

Travel expenses incurred under this contract and invoiced may not exceed the applicable Federal Travel Regulations.

H.5. CONFIDENTIAL INFORMATION

All information received by the contractor as a result of performance of this contract is confidential and is subject to the Privacy Act. The Contractor and contractor personnel shall maintain this information in strict confidence and shall not disclose this information, or any information obtained as the result of its performance of this contract, to any person or entity, other than employees or bonafide contractors of the Federal Retirement Thrift Investment Board, without the prior written approval of the Agency.

The contractor and contractor personnel shall not disclose this information to any person or entity or otherwise make any improper use of this information during or after the performance period of this contract. The contractor and contractor personnel shall maintain this information in strict confidence and shall make no changes to the information except as necessary in the performance of the contract. The contractor and contractor personnel and their successors are prohibited forever from using this information for their personal or business gain, personally or for another, directly or indirectly, without prior written approval of the Agency. This provision, or a provision with an identical effect, shall be placed in any subcontracts.

H.6. DISPUTES (JULY 2002)

- (a) Reserved.
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding

\$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Federal Retirement Thrift Investment Board (Agency) against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Agency is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor requests reconsideration by the Execuitve Director (or designee), the decision on which shall be final.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Agency shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the perfected claim. Simple interest on claims shall

be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

H.7. SUBMISSION OF FINANCIAL STATEMENTS

- 1. Financial statements shall be submitted to the Contracting Officer's Technical Representative on a quarterly basis.
- Financial statements submitted to the Agency must be audited or reviewed and prepared on the accrual basis of accounting by an independent certified public accountant licensed by the state of incorporation to perform such services. If the contractor is required by federal or state law to submit audited financial statements, the contractor is required also to submit audited financial statements to the Agency. Otherwise, the contractor may submit reviewed financial statements to the Agency. Audited or reviewed financial statements are to be prepared in accordance with generally accepted accounting principles (GAAP). The format of the financial statements must comply with generally accepted accounting principles. Balance sheets, income statements, a statement of retained earnings, supporting schedules and notes, and the opinion of the independent auditor must accompany the financial statement. The balance sheet must, at a minimum, break down current assets, fixed assets, other assets (if appropriate), current liabilities, long-term liabilities, and equity (or appropriate nonprofit categories), a statement of cash flows, and appropriate accounting notes. If a contractor is organized as a corporation and the corporation is part of a consolidated group, supplemental data must be included showing a breakout of all corporate subsidiaries including a balance sheet and income statement for the individual contractors.
- 3. Most recent financial statements are to be submitted with the proposal.

Section I - Contract Clauses

52.215-19 Notification of Ownership Changes.

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer (CO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the CO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- 52-222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.
- a) Definition. As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (q) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.252-2 Clauses Incorporated by Reference.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

http://www.acqnet.gov/far/

52.202-1 Definitions. (Jul 2004) 52.203-3 Gratuities. (Apr 1984) 52.203-5 Covenant Against Contingent Fees. (Apr 1984) 52.203-6 Restrictions on Subcontractor Sales to the Government. (Jul 1995) 52.203-7 Anti-Kickback Procedures. (Jul 1995) 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (Jan 1997) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (Jan 1997) Limitation on Payments to Influence Certain Federal 52.203-12 Transactions. (Jun 2003) 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug Central Contractor Registration. (Oct 2003) 52.204-7 52.207-3 Right of First Refusal of Employment. (Nov 1991)

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52.209-6
           Protecting the Government's Interest When Subcontracting
           with Contractors Debarred, Suspended, or Proposed for
           Debarment. (Jan 2005)
52.215-2
           Audit and Records- Negotiation. (Jun 1999)
52.215-10
           Price Reduction for Defective Cost or Pricing Data.
           (Oct 1997)
           Price Reduction for Defective Cost or Pricing Data-
52.215-11
           Modifications. (Oct 1997)
           Subcontractor Cost or Pricing Data. (Oct 1997)
52.215-12
           Subcontractor Cost or Pricing Data-Modifications.
52.215-13
           (Oct 1997)
           Integrity of Unit Prices. (Oct 1997)
52.215-14
          Pension Adjustments and Asset Reversions. (Oct 2004)
52.215-15
52.215-18
           Reversion or Adjustment of Plans for Postretirement
           Benefits (PRB) Other Than Pensions. (Oct 1997)
52.215-21
           Requirements for Cost or Pricing Data or Information Other
           Than Cost or Pricing Data-Modifications. (Oct 1997)
52.216-7
           Allowable Cost and Payment. (Dec 2002)
52.216-8
           Fixed Fee. (Mar 1997)
52.217-8 Option to Extend Services. (Nov 1999)
52.217-9 Option to Extend the Term of the Contract. (Mar 2000)
52.222-1 Notice to the Government of Labor Disputes. (Feb 1997)
52.222-2
          Payment for Overtime Premiums. (Jul 1990)
           Convict Labor. (Jun 2003)
52.222-3
52.222-21 Prohibition of Segregated Facilities. (Feb 1999)
52.222-26 Equal Opportunity. (Apr 2002)
           Equal Opportunity for Special Disabled Veterans, Veterans
52.222-35
           of the Vietnam Era, and Other Eligible Veterans. (Dec 2001)
           Affirmative Action for Workers with Disabilities.
52.222-36
           (Jun 1998)
52.222-37
           Employment Reports on Special Disabled Veterans, Veterans
           of the Vietnam Era, and Other Eligible Veterans. (Dec 2001)
52.223-6
           Drug-Free Workplace. (May 2001)
52.223-14 Toxic Chemical Release Reporting. (Aug 2003)
52.224-1 Privacy Act Notification. (Apr 1984)
52.224-2
          Privacy Act. (Apr 1984)
          Buy American Act-Supplies. (Jun 2003)
52.225-1
52.225-13 Restrictions on Certain Foreign Purchases. (Dec 2003)
           Patent Indemnity. (Apr 1984)
52.227-3
52.227-14 Rights in Data-General. (Jun 1987)
52.227-17 Rights in Data-Special. (Jun 1987)
52.227-18 Rights in Data-Existing Works. (Jun 1987)
52.227-23 Rights to Proposal Data (Technical). (Jun 1987)
           Insurance-Liability to Third Persons. (Mar 1996)
52.228-7
52.229-10
           State of New Mexico Gross Receipts and Compensating Tax.
           (Apr 2003)
52.230-2
           Cost Accounting Standards. (Apr 1998)
52.230-3
           Disclosure and Consistency of Cost Accounting Practices.
           (Apr 1998)
52.230-6
           Administration of Cost Accounting Standards. (Nov 1999)
52.232-9
           Limitation on Withholding of Payments. (Apr 1984)
52.232-17
           Interest. (Jun 1996)
52.232-20 Limitation of Cost. (Apr 1984)
52.232-23 Assignment of Claims. (Jan 1986)
52.232-25 Prompt Payment. (Oct 2003) Alternate I (Feb 2002)
52.232-33 Payment by Electronic Funds Transfer-Central Contractor
           Registration. ( Oct 03)
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52.233-3 Protest after Award. (Aug 1996) Alternate I (Jun 1985) 52.233-4 Applicable Law for Branch of Contract Claim. (Oct 2004) 52.237-3 Continuity of Services. (Jan 1991) 52.239-1 Privacy or Security Safeguards. (Aug 1996) 52.242-1 Notice of Intent to Disallow Costs. (Apr 1984) 52.242-3 Penalties for Unallowable Costs. (May 2001) 52.242-4 Certification of Final Indirect Costs. (Jan 1997) 52.242-10 F.o.b. Origin-Government Bills of Lading or Prepaid Postage. (Apr 1984) F.o.b. Origin-Government Bills of Lading or Indicia Mail. 52.242-11 (Feb 1993) Bankruptcy. (Jul 1995) Alternate II (Apr 1984) 52.242-13 52.244-2 Subcontracts. (Aug 1998) Alternate II (Aug 1998) 52.244-5 Competition in Subcontracting. (Dec 1996) 52.244-6 Subcontracts for Commercial Items. (Dec 2004) 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contract). (May 2004) 52.246-25 Limitation of Liability-Services. (Feb 1997) 52.249-6 Termination (Cost-Reimbursement). (May 2004) 52.249-14 Excusable Delays. (Apr 1984) 52.251.1 Government Supply Sources. (Apr 1984) 52.253-1 Computer Generated Forms. (Jan 1991)

Section J - List of Attachments

- Attachment A QUESTIONNAIRE FOR Incoming mail, Imaging and Data Entry services
- Attachment B Agency Incoming Mail, , and Data Entry Sample Process Flow

Section K - Representations, Certifications, and Other Statements of Offerors

52.204-8 Annual Representations and Certifications.

- (a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (b) applies.
- [] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation. (b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.227-7 Patents-Notice of Government Licensee.

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is ____ [Contracting Officer fill in], and the royalty rate is ____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- o Owner o Licensee
- If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.
- 52.230-1 Cost Accounting Standards Notices and Certification.

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

- I. Disclosure Statement-Cost Accounting Practices and Certification
- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:
- [] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement:

 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ______

Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
- [] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were

awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

o The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

o Yes o No

52.230-7 Proposal Disclosure-Cost Accounting Practice Changes.

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

o Yes o No

- If the offeror checked "Yes" above, the offeror shall-
- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.
- 52.252-1 Solicitation Provisions Incorporated by Reference.

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acqnet.gov/far/

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Apr 1991) 52.204-5 Women-Owned Business (Other Than Small Business)
- 52.204-5 Women-Owned Business (Other Than Small Business)
 (May 1999)

Section L - Instructions, Conditions, and Notices to Offerors

- L.1. SUBMISSION OF PROPOSAL. The Offeror must provide an original and five (5) copies of the technical proposal and an original and three (3) copies of the price proposal. Audited financial statements for the last three (3) years must be submitted with each copy of the technical proposal. Cost/price data shall not be included in the technical proposal. The price proposal must be submitted under a separate cover. This will be a best value award.
- a. Technical Proposal. The technical proposal must be limited to 30 pages (text to be single spaced, no less than 10-pitch font), 8-1/2" X

11" white paper (no less than 20 lb. copy paper). Any pages beyond the 31st will not be reviewed. Further, proposals not meeting the minimum 10-pitch font requirement shall be deemed non-compliant.

Attachment A provides all the questions you are required to answer in your technical proposal. Present your comprehensive response to the questions based on information contained in this Statement of Work. Explain your approach to establishing all aspects of the mail handling/data processing center, as well as location(s). All questions should be addressed completely and concisely and in the order presented in Attachment A. If an alternative method is proposed to a requirement, provide the proposed change and the rationale. Appendices should be used prudently and only when a detailed response is impractical. Ambiguous statements such as "all reasonable efforts..." will not be acceptable.

- b. Cost/Price Proposal. Must be limited to 20 pages (see further specifications in paragraph a. above).
 - 1. Identify the schedule of fees as it relates to the services to be provided. The cost structure should indicate cost of services and include a cost breakout for any optional program components available.
 - 2. Provide all prices (start-up and ongoing) associated with your services. List any and all costs and provide an explanation for the basis of the cost (e.g., if the charge is "per hour", explain exactly how an hour is calculated, what is included in the charge, and where the information provided in your experience comes from). Provide the costs for years one through six of the project, along with any projected start-up costs.
 - 3. Include a table listing your best estimate of overall costs by month for the first two years of this contract.
 - 4. Include travel and related charges that may be incurred during this project. All travel must be approved by the COTR in advance and will be reimbursed in accordance with Government travel regulations.
- L.2. Due Date. The proposal packages should be received by the Agency no later than 3:30 PM Eastern Time, March 23, 2006. Address the package as follows:

Federal Retirement Thrift Investment Board Attn: Mr. Robert Battersby 1250 H Street, NW Washington, DC 20005-3952

To ensure the proposal package arrives at the proper place on time and to prevent opening by unauthorized individuals, your proposal package must be identified on the wrapper as follows:

Proposal	Submitted	in	Response	to	Solicitation
No. TIB-	05-R-XXX				
Package 1	No. $_{}$ of	Ē			
Date:					

- L.3. Bid and Proposal Costs. The Agency will not reimburse Offerors for any expenses incurred in the preparation of proposals submitted in response to this RFP.
- L.4. Billing. The successful Offeror will be permitted to submit invoices monthly for incurred costs.
- L.5. RFP Questions. All inquiries pertaining to this RFP must be made in writing via e-mail or letter and must be received by 3:30 PM on March 3, 2006. No other method will be accepted. The point of contact for all RFP inquiries is Robert Battersby, 202-942-1693, fax 202-942-1674, email rbatter@tsp.gov.
- L.6. Other Considerations. The Agency may conduct on-site visits during the evaluation process. The purposes of the on-site visits would be to:
 - a. Substantiate proposal representations.
 - b. Supplement information obtained through the proposal questionnaire.
 - c. Increase the understanding of the services and operations of Offeror.
 - d. Meet the key personnel who will have a significant role in this contract.
 - e. Review systems capabilities and security.
 - f. Inspect the proposed facility.
 - g. Ensure that the facility is habitable, conforms with local codes, and can be ready for occupancy within one (1) month of contact award.
- L.7. THE FEDERAL RETIREMENT THRIFT INVESTMENT BOARD MAY, BY WRITTEN NOTICE TO THE OFFEROR, TERMINATE THE RIGHT OF THE OFFEROR TO PROCEED UNDER ANY CONTRACT THAT ARISES AS A RESULT OF THIS SOLICITATION IF IT IS FOUND THAT GRATUITIES, IN THE FORM OF ENTERTAINMENT, GIFTS OR OTHERWISE, WERE OFFERED OR GIVEN BY THE OFFEROR, OR ANY AGENT OR REPRESENTATIVE OF THE OFFEROR, TO ANY OFFICER OR EMPLOYEE OF THE FEDERAL RETIREMENT THRIFT INVESTMENT BOARD WITH THE INTENT TO SECURE FAVORABLE TREATMENT.
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.
 - (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 Type of Contract.

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

52.233-2 Service of Protest.

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by

obtaining written and dated acknowledgment of receipt from Contracting Officer, 1250 H Street, N.W., Suite 200, Washington, DC 20005.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- 52.252-1 Solicitation Provisions Incorporated by Reference.

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acqnet.gov/far/

- 52.215-1 Instructions to Offerors-Competitive. (Jan 2004)
- 52.215-5 Facsimile Proposals. (Oct 1997)
- 52.215-16 Facilities Capital Cost of Money. (Jun 2003)
- 52.222-46 Evaluation of Compensation for Professional Employees. (Feb 1993)

Section M - Evaluation Factors for Award

A. Minimum Qualifications

- 1. Any and all sites used to perform the elements of Section C. of this Request for Proposals are within the continental United States.
- 2. That the Offeror provide a dedicated customer service unit with staff working solely on the contract with the Federal Retirement Thrift Investment Board.
- 3. That the Offeror has prior experience in supporting incoming mail processing, imaging, indexing and data entry services in a comparable volume as that which is outlined in the SOW.

B. Technical Evaluation (100 Points)

1. Operational Management Capability (80 points)

The successful Offeror must be able to demonstrate an ability and past experience using commercial best practices to provide large volume incoming mail handling, data entry and imaging services.

a. Understanding the Requirements (15 points)

We will assess whether the offeror has provided sufficient evidence of having thoroughly understood and responded to the requirements stated in the SOW.

b. People Management (15 points)

We will review offerors' ability to select, train, and manage a team of individuals that can meet expected levels of performance. Specific elements include:

- (1) Management expertise (10). We will review resumes of proposed key members of the management team to ensure they have the background and experience required to successfully direct the operation and meet program objectives.
- (2) <u>Hiring (5)</u>. We will evaluate offerors' plans for recruiting and selecting staff for the program. We will evaluate such items as past turnover rates and average tenure, and amount of supervision proposed to determine the emphasis placed on the selection and development of front line personnel. We will also review total hiring capabilities to ensure that staffing requirements can be met on a timely basis.

c. Process Management (15 points)

(1) Quality assurance (10). We will assess the offerors' Quality Assurance plans for ensuring that deliverables meet the quality standards addressed in the statement of work. Specifically, we will assess the processes proposed by each Offeror to ensure efficiency and accuracy in the following:

(a) Incoming Mail:

- (i) Envelope Opening, Content Extraction (removing documents from the envelopes), Extraction Verification (determines no contents remain in the envelopes after initial extraction), Content Reunite (ensures accurate processing by reuniting the contents of the envelope should there be an unsuccessful extraction due to excess glue or contents stuck under the envelope flap, or pieces taped to the envelope.)
- (ii) Sorting and dispositioning of opened mail, including:

Forwarding of contents to appropriate location/department, Handling procedures for receipt of cash/checks, and returned mail processing.

(2) Reporting (5). Our review will include an assessment of Offerors' reporting plans to ensure that they will provide the key metrics that produce a complete picture of performance. Plans should include typical incoming mail handling and data entry metrics as well as performance indicators and metrics for image scanning.

Note: The Offeror shall propose a set of metrics that reported on a regular basis (TBD at time of award) demonstrate the quality and efficiency with which the work is delivered.

d. Technology Management (35 points)

We will assess whether the Offeror has proposed a solution that is technically feasible and achievable within the guidelines of the SOW, and that reflects the application of commercial best practices, continuous improvement, and all implied architectural requirements of the SOW (i.e. PowerImage). We will evaluate the following components of the Offeror's technology management approach:

(1) Mail handling, Data Entry, Imaging and Workflow Management capabilities and expertise (20). We will review the type of mail handling equipment and personnel skill sets in use at the proposed facility or in the offeror's other operating sites to determine whether the systems, technology and personnel capabilities proposed ensure accurate and efficient Envelope Opening, Content Extraction (Removing documents from the envelopes), Extraction Verification (re-verifies that no contents remain in the envelopes after initial extraction), and Content Reunite.

We will evaluate the efficacy of the Offeror's experience and expertise in Data Entry, Imaging and Workflow Management, specifically as that expertise applies to the Board's implementation of PowerImage.

- (2) System Security (10). We will review control and audit procedures each offeror currently has in place to ensure system security. Automated and physical security controls will be reviewed to ensure that sensitive Agency and participant data is safeguarded against theft or compromise.
- (3) Business continuity and backup procedures (5). We will review the Offerors' operations and the systems and procedures they have in place to keep their operation up and running under all conditions. Included in this review will be an assessment of the Offeror's plans/capabilities to partner with other similar, capable firms and/or other company locations to ensure continuity of operations in the event of a disaster.

2. Account Management Capability (20 points)

Proposals should name an account manager or account management team to act as the interface with the Agency. We will review the following items to gauge the level of account management expertise proposed by the Offeror:

- a. Program implementation (10). We will assess Offerors' capabilities and implementation plans in terms of:
 - i. The timeliness of their tasks,
 - ii. The amount of communication/interaction they expect to provide throughout the process,
 - iii. Initial staffing and management attention,

- iv. Technology capabilities/upgrades,
- v. $\,$ Additional plans/processes planned to ensure a problem-free startup, and
- vi. Proposed business continuity capabilities/arrangements to ensure continuity of operations.
- b. Communication (5). We are interested in locating an Offeror that takes a proactive approach in providing relevant and accurate information. We will assess this through Offerors' meeting and communication plans, the processes they have in place for responding to client requests, and the accessibility of key staff members. The clarity, neatness, completeness, presentation, lack of errors, etc., of the proposal will also reflect on the effectiveness of the Offeror's communication abilities.
- c. Past performance (5). We will assess Offerors' past and current contracts for the ability to provide services similar to those sought in this statement of work. We will contact past customers for input on Offerors' performance, communications, responsiveness, billings, and ability to meet deadlines/schedules. We will assess customer satisfaction with the Offeror on prior projects, including satisfactory performance regarding schedules, meeting/reducing costs, problem solving, and success in performing the work.

C. Pricing

This is a best value, cost reimbursable procurement that involves not only price but also operational and account management expertise. Therefore, the Agency will make its award to the responsible Offeror whose proposal conforms to the solicitation and is most advantageous to the Agency, cost or price and other factors considered. For this solicitation, operational and account management expertise are more important than price. As proposals become more equal in operational and account management capabilities, cost or price will become more important.

52.252-1 Solicitation Provisions Incorporated by Reference.

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.acqnet.gov/far/

52.217-5 Evaluation of Options. (Jul 1990)

ATTACHMENT A. QUESTIONNAIRE FOR INCOMING MAIL, IMAGING, AND DATA ENTRY SERVICES

- 1. Confirm that you are prepared to work within <u>all</u> the parameters outlined in the Statement of Work. Explain how the core competency of your organization supports the requirements of this SOW. If any parameters present a problem, please explain.
- 2. What other contracts have you had with any Branch or Agency of the U.S. Government that included all or a part of the scope of work covered by this contract?
- 3. Where will this work be done? How do you intend to ensure the facility, infrastructure and necessary business arrangements (permits, etc.) will be in place?
- 4. Describe the implementation process and timelines for a project similar in size and complexity to this one. Please provide a timetable for implementation for this project, including all major milestones and staffing/management levels from point of contract award until implementation. Explain how you propose to stay on schedule, and how delays would be handled.
- 5. How do you propose to communicate progress during program implementation? What processes do you follow to identify key issues and to notify clients when a problem occurs that could jeopardize timelines or other aspects of the start-up? What communications will take place during the first few days of start-up? What activities, if any, will occur in the time between contract and start-up?
- 6. Identify your planned operating hours and associated staffing/management levels for both the transition and normal operating environments.
- 7. Describe how you handle communications with your customers. Will there be dedicated account management (meaning that the contact works exclusively on the FRTIB contract)? Will the Federal Retirement Thrift Investment Board have access to operational contacts? Will we have access to our contact person during all hours that the operation is open?

8. Please fill out the table below providing information for at least two, but not more than three, current or past clients. You should choose those clients that most clearly exemplify past experience similar to those outlined in the statement of work.

	Client #1	Client #2	Client #3
Name of			
Organization			
Industry			
Contact Name,			
Phone Number,			
and e-mail			
address			
Incoming Mail			
Management?			
(Y/N)			
Average # of			
incoming mail			
pieces per month			
Imaging and			
Indexing			
Services? (Y/N)			
Average # of			
documents			
indexed per			
month			
Data Entry			
Services?(Y/N)			
Average # of			
keystrokes per			
month			
Size of			
workforce			
Workflow			
management			
system utilized.			

- 9. Identify any industry certifications in place (e.g. ISO 9001, etc.)
- 10. Provide resumes of the key personnel you expect to use for this project. Also, certify your understanding that if replacements to this team are made, the resumes of

- the incoming staff (key personnel only) must be approved in advance by the Federal Retirement Thrift Investment Board.
- 11. What is the personnel management process? How are the people hired, trained, rewarded?
- 12. Describe your processes for managing service levels, efficiency, cost, and schedule, and configuration control.
- 13. Outline your problem resolution/escalation procedures, your procedures for handling customer complaints about service, and other general customer complaints about the program.
- 14. Please state your policy concerning reimbursement for errors and omissions which cause a loss to the client. Further state whether you have insurance for such errors and omissions and the relevant provisions of the insurance coverage (e.g., deductible, coverage amount).
- 15. Explain how your equipment and technology capabilities support the requirements of the SOW.
- 16. Describe your experience with the PowerImage application or your experience with similar electronic workflow applications.
- 17. Explain how your incoming mail management process will work.
- 18. How will your staff and management handle situations where cash, checks or money orders are included in envelope contents? Will there be special procedures in place?
- 19. How will you ensure that envelope contents are accounted for and reunited after extraction?
- 20. What process will you use to ensure original documents (birth certificates, etc.) are returned to the owner?
- 21. How will you ensure availability, capacity, and throughput of hardware (e.g. fax machines, workstations, scanners) required to support this SOW. How will you handle technology refreshment?

- 22. Describe what measurements and reports you plan to use to help manage this contract. How will these reports help to maximize performance results? Who typically looks at performance reports in your organization?
- 23. Provide examples of how you would propose providing operational performance reports to the FRTIB on volume, quality, costs, timelines, etc.
- 24. Describe how you plan to use these operational performance reports to help manage this contract. What other reports will you utilize internally (other than ones listed in the attachments) to maximize performance results? Who typically looks at performance reports in your organization, and how are results communicated to your mail and data entry operators?
- 25. What are your proposed system and network back-up procedures?
- 26.Please describe your disaster avoidance and recovery procedures for communications, computer, and other systems planned for use in supporting this activity. How would you handle a long-term disaster (i.e., 48 hours or more) at your site? Will your key personnel or staff have experience in business continuity/disaster recovery planning?
- 27. What policies, procedures, and controls are in place to ensure security in your systems and data management? How will you provide physical and electronic data/system security?
- 28. Explain how you would ensure against identity theft and compromise of confidential client/participant data, including, but not limited to:
 - a. Employee training/awareness programs
 - b. Employee background checks (and bonding)
 - c. Management oversight
 - d. Documented corporate procedures
- 29. Explain your response and notification process in the event of a suspected loss/misplacement of Agency or participant data.

- 30.Do you plan to isolate FRTIB support staff and data from any other operations at your facility? If not, please explain how you will ensure physical security of sensitive data.
- 31. Describe your audit trails, your reconciliation procedures, data protection, security, etc. How do you maintain data integrity and quality overall?
- 32. Describe how you will develop a quality assurance program for this initiative. What will be the deliverables of that program, and associated milestones? Describe how processes will be documented and associated documentation delivered to the Agency.
- 33. Identify and explain situations where you have used innovative approaches or technology to solve client business communications tasks.
- 34. How flexible are you in accommodating impromptu changes to the services you are providing? For example, if the Agency decides to add new products or delete existing ones what kind of turnaround time is involved in incorporating the changes into both the training sessions and production environment? What are the quality assurance and configuration management steps involved?
- 35. Describe your communications plan. How do you propose to communicate progress, problems, account management information, etc. with the FRTIB? What processes do you follow to identify key issues and to notify clients when a problem occurs that could jeopardize timelines or other aspects of the SOW?
- 36. What distinguishes you from other Offerors and how will that translate to exceptional performance?

Pricing

37.Please provide all prices (start-up and ongoing) associated with your services. List any and all costs, and provide an explanation for the basis of the cost. (Example, if the charge is "per hour", explain exactly how an hour is calculated, what is included in the cost, and where the information comes from.) Provide the

- costs for years one through five of the contract, along with any projected start-up costs.
- 38. Include a table listing your best estimate of overall costs by month for the first year of this contract.
- 39. Please indicate whether or not the prices in question 38 include travel and related charges that may be incurred during this project. If not, please provide estimates for those charges as well as an outline of your expense reimbursement policies.
- 40. How do you review your service costs? Do you typically have annual increases? How do you determine/justify the increases?
- 41. Explain how the Agency will be charged (and invoiced) for services.

Contractual

42. Identify any subcontractors that you intend to use to perform any functions under the services of the agreement. Describe their roles and responsibilities. Explain the management processes and workload management processes to be employed. Verify your understanding that any subcontractors used for this contract are subject to any and all terms of the contract.

ATTACHMENT B

